

STATE OF SOUTH CAROLINA)
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)
COUNTY OF RICHLAND) **PURCHASE AGREEMENT FOR
) BULK WATER**

This PURCHASE AGREEMENT FOR BULK WATER ("Agreement"), effective as of the _____ of _____, 2019, is made by and between CAROLINA WATER SERVICE, INC. ("CWS"), and the CITY OF COLUMBIA, SOUTH CAROLINA ("Columbia").

WHEREAS, Columbia is a body politic and corporate and is vested with all powers granted to municipal corporations by the Constitution and the general laws of the State of South Carolina ("State"), including the power to make and execute contracts and operate utility systems;

WHEREAS, CWS is a Delaware corporation, authorized to conduct business in the State of South Carolina and is vested with all corporate powers granted under the laws of these States, including the power to make and execute contracts;

WHEREAS, CWS desires to purchase water from Columbia on a bulk basis to serve the property known as Stonegate Subdivision and more particularly described on the attached Exhibit A ("Service Area") which is incorporated herein by reference;

WHEREAS Columbia is willing to sell water to CWS on a bulk basis.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, benefits and promises herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Columbia agrees to supply and CWS agrees to purchase bulk water from Columbia, not to exceed a daily volume of 100,000 gallons or a monthly volume of 1.5 million gallons, to serve within its Service Area as understood and agreed upon by Columbia and CWS. CWS shall determine that the level of service available to the specified service delivery point is adequate to serve within its agreed to Service Area. Columbia does not guarantee or warrant any specific level of service, but will use all reasonable efforts to provide CWS with bulk water from Columbia, not to exceed a daily volume of 100,000 gallons or a monthly volume of 1.5 million gallons. Water delivered to the specified service delivery point, shall meet all applicable South Carolina Department of Health and Environmental Control SCDHEC standards for potable water. Columbia shall monitor the water quality on Columbia's side of the meter at the service delivery point, at such times and in such manner as Columbia deems appropriate, to confirm that the water delivered to CWS at the service delivery point meets all applicable SCDHEC standards for potable water. If Columbia determines that the water does not meet all applicable SCDHEC standards for potable water, Columbia shall immediately notify CWS, shut off service to CWS and take appropriate measures to cause the water to meet all applicable SCDHEC standards for potable water.

2. Water furnished by Columbia shall be measured at the service delivery point by metering equipment owned and maintained by Columbia and paid for and installed by CWS. CWS shall purchase the appropriate size meter from Columbia. Metering equipment shall be installed in housing constructed by CWS, at CWS'S cost and expense, at the service delivery points as detailed in the construction plans as approved per Exhibit B (City of Columbia approval letter dated March 2, 2018) mutually acceptable to both Columbia and CWS. Columbia and CWS shall have mutual free access to the metering equipment.

3. In the event CWS requires additional service delivery points in addition to the current service delivery point, CWS shall construct, entirely at its own expense, any water main extensions and appurtenances of appropriate size, as approved by Columbia, required to provide

water to the service delivery points. Such water main extensions shall be installed within exclusive easements and in accordance with plans approved by Columbia. CWS will not place the system in operation until final inspection and final approval is given by Columbia. CWS shall obtain all approvals from the South Carolina Department of Health and Environmental Control or any other federal or state entities required to construct, operate and maintain the system.

4. Columbia shall read the metering equipment installed at the service delivery point at periodic intervals of approximately thirty (30) days to determine the amount of water provided by Columbia to CWS. The volume of water measured through the metering equipment shall be used to calculate monthly service charges. Monthly service charges for water supplied and billed to CWS are to be paid on or before the due date indicated on the monthly bill. If monthly service charges for water supplied and billed to CWS are fifteen (15) days in arrears, Columbia shall have the right, thirty (30) days after the mailing of written notice of the default to CWS, to terminate this Agreement and cease furnishing water to CWS.

5. CWS shall pay to Columbia monthly service charges for all water provided under the terms of this Agreement in accordance with the rates set forth in Appendix "A", which is attached hereto and incorporated herein by specific reference thereto.

6. The rates specified in Paragraph 5, Appendix A, above, may be increased or decreased by Columbia City Council, from time to time, by Ordinance, in its sole and exclusive discretion. Notwithstanding the foregoing, Columbia agrees that CWS will not be charged a rate in excess of the outside City "all others" rate.

7. Installation, ownership, operation and maintenance of any and all portions of the water distribution system past the service delivery point shall be the sole responsibility of CWS, at no cost to Columbia.

8. CWS shall have the exclusive right to assess and collect any tap-on fees and service charges for any connections to any portions of the water distribution systems that are located past the service delivery point.

9. Columbia shall use reasonable diligence to provide a regular and uninterrupted supply of water to the service delivery point, but shall not be liable to CWS for damages, breach of contract or other variations of service occasioned by any cause whatsoever. Such causes may include by way of illustration, but not limitation, acts of God or of the public enemy, acts of any federal, state or local government in either its sovereign or contractual capacity, fires, droughts, floods, epidemics, quarantine restrictions, strikes, failure or breakdown of transmission or other facilities, or temporary interruptions of water service. Columbia shall notify CWS as soon as is practicable in advance of any reduction in the amount of water made available to CWS. In the event the City restricts water use during a water shortage as provided for by City Ordinance Sec. 23-70, such restrictions shall apply equally to CWS and City of Columbia customers affected by the water shortage and subject to the restrictions. Upon receiving such notice from Columbia, CWS shall, within twenty-four (24) hours, initiate adequate measures to reduce its water demands from Columbia to an amount identified by Columbia. Columbia reserves the right, at any time without notice to CWS or its customers, to shut the water off its mains for the purpose of making repairs, performing maintenance or installing lines, mains hydrants or other connections. No claims shall be made against Columbia by CWS by reason of the breakage of any service pipe or service cock, or from any other damage that may result from shutting off water for repairing, laying or relaying mains, hydrants or other connections. Columbia shall assume no responsibility, financially or otherwise, for water quantity or quality past the service delivery points, including responsibility for compliance with all state and/or federal regulations relating to drinking water.

10. This Agreement shall be for a period of twenty-five (25) years from the date this Agreement is executed by CWS. CWS may extend this Agreement for an additional five (5) year term by giving Columbia written notice ninety (90) days prior to the end of the initial five (5) year term.

11. CWS may terminate this Agreement upon ninety (90) days written notice to the City.

12. In case of breach of this Agreement (other than non-payment by CWS) by either party, the non-breaching party must give written notice of same to the breaching party. After such notice has been given, the breaching party shall have ten (10) days to correct the breach. Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach hereof. CWS shall not assign this Agreement or transfer any rights and obligations hereunder without written consent of Columbia. Such consent will not be unreasonably withheld by Columbia or CWS. This Agreement may not be amended or modified unless such amendments or modifications are in writing and signed by the parties hereto.

13. Any notice as may be required herein shall be sufficient, if in writing and sent by certified U.S. mail with sufficient pre-paid postage affixed thereto, to the following addresses, unless otherwise changed by written notice:

City of Columbia	Attention: City Manager Post Office Box 147 Columbia, SC 29217	With a copy to:	City Attorney Post Office Box 667 Columbia, SC 29202
CWS	Carolina Water Service, Inc. Attn: Catherine E. Heigel, President 130 South Main Street, Suite 600 Greenville, SC 29601		

Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. Any party hereto may, by written notice given to the other party to this Agreement, designate any further or different addresses to which subsequent notice, certificates, or other communications shall be sent.

14. If any one or more of the terms of this Agreement should be determined by a court of competent jurisdiction to be contrary to law, Columbia and CWS agree to amend such term or terms to bring the Agreement in compliance with law if such term or terms are essential to the validity or operation of this Agreement otherwise such terms shall be deemed severable from the remaining terms of this Agreement and shall in no way affect the validity of the other terms of this Agreement. City acknowledges that the effectiveness and enforceability of this Agreement is contingent upon Company's receipt of the approval of the PSC. Company shall submit this Agreement to the PSC for such approval within ten (10) days of its execution by City. City agrees to cooperate with Company in its efforts to obtain such approval, including the submission of a written declaration, affidavit, or testimony in support of same by an appropriate City official, officer, representative or employee, but shall not be required to incur any third-party costs in so doing.

15. Ambiguities in the terms of this Agreement, if any, shall not be construed against Columbia or CWS. Jurisdiction of any action brought by Columbia or CWS under this Agreement shall be in the Court of Common Pleas with venue in Richland County.

16. This Agreement contains the entire agreement between the parties and shall be binding upon the parties, their respective successors and assigns, as may be applicable to the particular entity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized officials the date first written above.

WITNESSES:

Park Hunter
Michael Carter

CWS

By: *Catherine Hugel*

ITS: President

Date: December 19, 2018

WITNESSES:

CITY OF COLUMBIA

By: _____

ITS: _____

Date: _____

APPROVED AS TO FORM
[Signature]
Legal Department, City of Columbia, SC

EXHIBIT A
SERVICE AREA

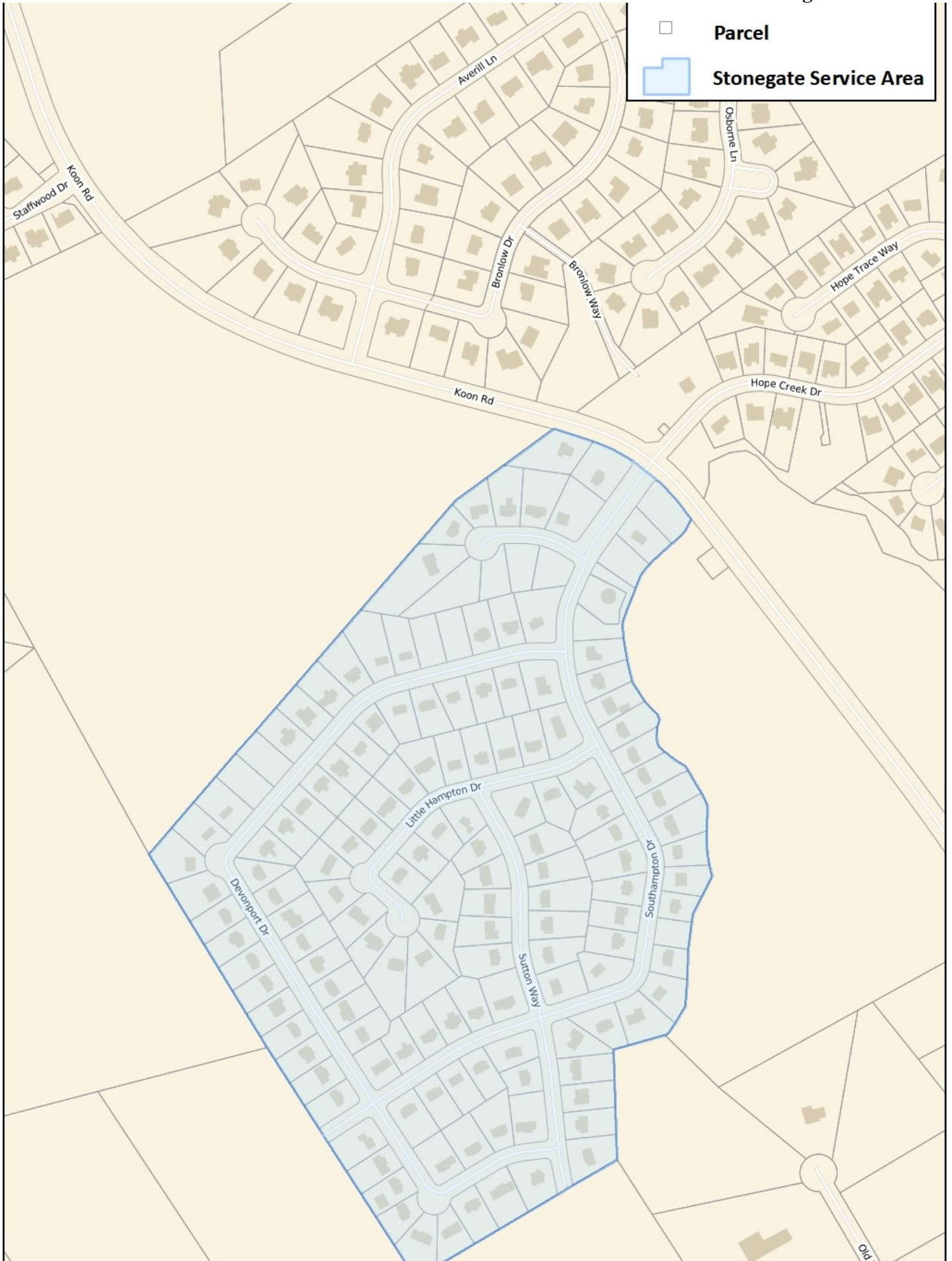
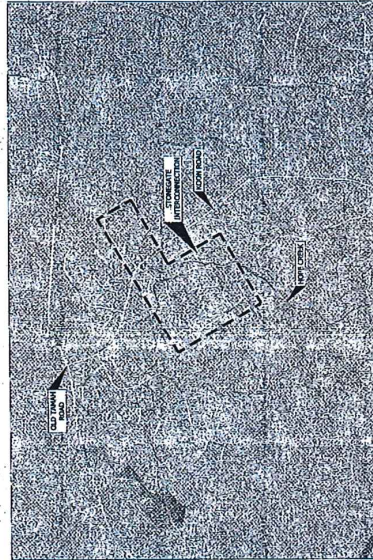


EXHIBIT B

APPROVED CONSTRUCTION PLANS

WK DICKSON PROJECT NO: 20170068.00.CA



CAROLINA WATER SERVICE, INC.
BOB GILROY, VICE PRESIDENT
150 FOSTER BROTHERS DRIVE
WEST COLUMBIA, SC 29172
TELEPHONE NUMBER: (803) 796-2313

OWNER:
CAROLINA WATER SERVICE, INC.
150 FOSTER BROTHERS DRIVE
WEST COLUMBIA, SC 29172
CONTACT: BOB GILLROY, VICE PRESIDENT
PHONE: (803) 796-2313

ENGINEER:
WAC DESIGN & CO., INC.
1303 MAIN STREET, SUITE 400
COLUMBIA, SC 29201
PHONE: (803) 780-4261
FAX: (803) 780-4203

NOTICE TO CONTRACTOR
PRIOR TO CONSTRUCTION, DIGGING, OR EXCAVATION THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES (PUBLIC OR PRIVATE) THAT MAY EXIST AND CROSS THROUGH THE AREA(S) OF CONSTRUCTION, WHETHER INDICATED ON THE PLANS OR NOT. CALL "811" OR 1-888-721-7877 A MINIMUM OF 72 HOURS PRIOR TO DIGGING OR EXCAVATING. REPAIRS TO ANY UTILITY DAMAGED RESULTING FROM CONSTRUCTION ACTIVITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.



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SCANNED

Sheet Number	Sheet Title	Sheet List Title
C0	COVER	
C1	GENERAL NOTES & LEGEND	
C2	WATER DISTRIBUTION SYSTEM	
C3	PROPOSED IMPROVEMENTS PLAN	
C4	PROPOSED INTERCONNECTION	
C5	METERING	
C6	WATER DETAILS	
C7	WATER CONNECTIONS	

DRAWING STATUS: SUBMITTAL TO CITY OF COLUMBIA ENGINEERING

STONEGATE WATER SYSTEM INTERCONNECTION

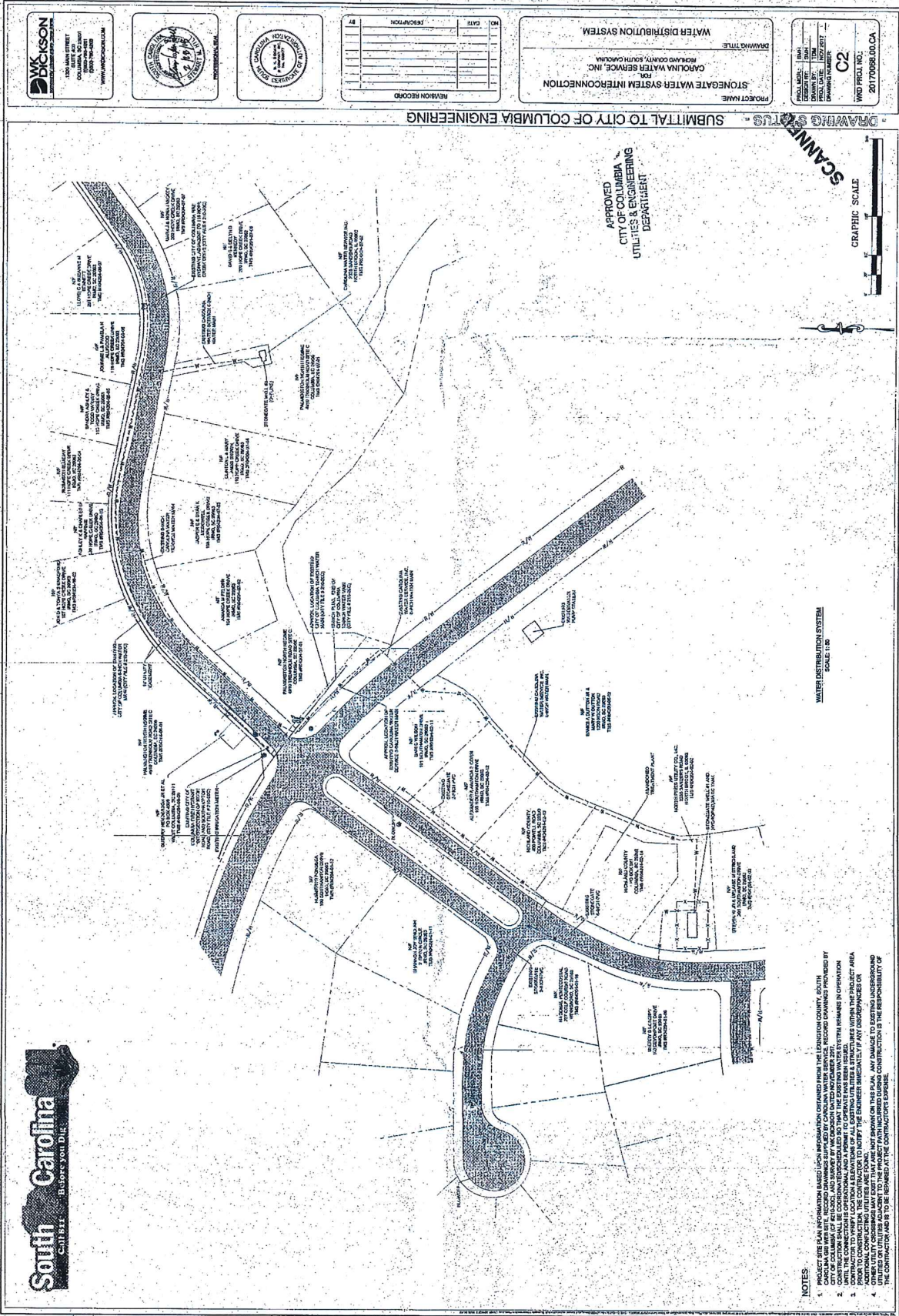
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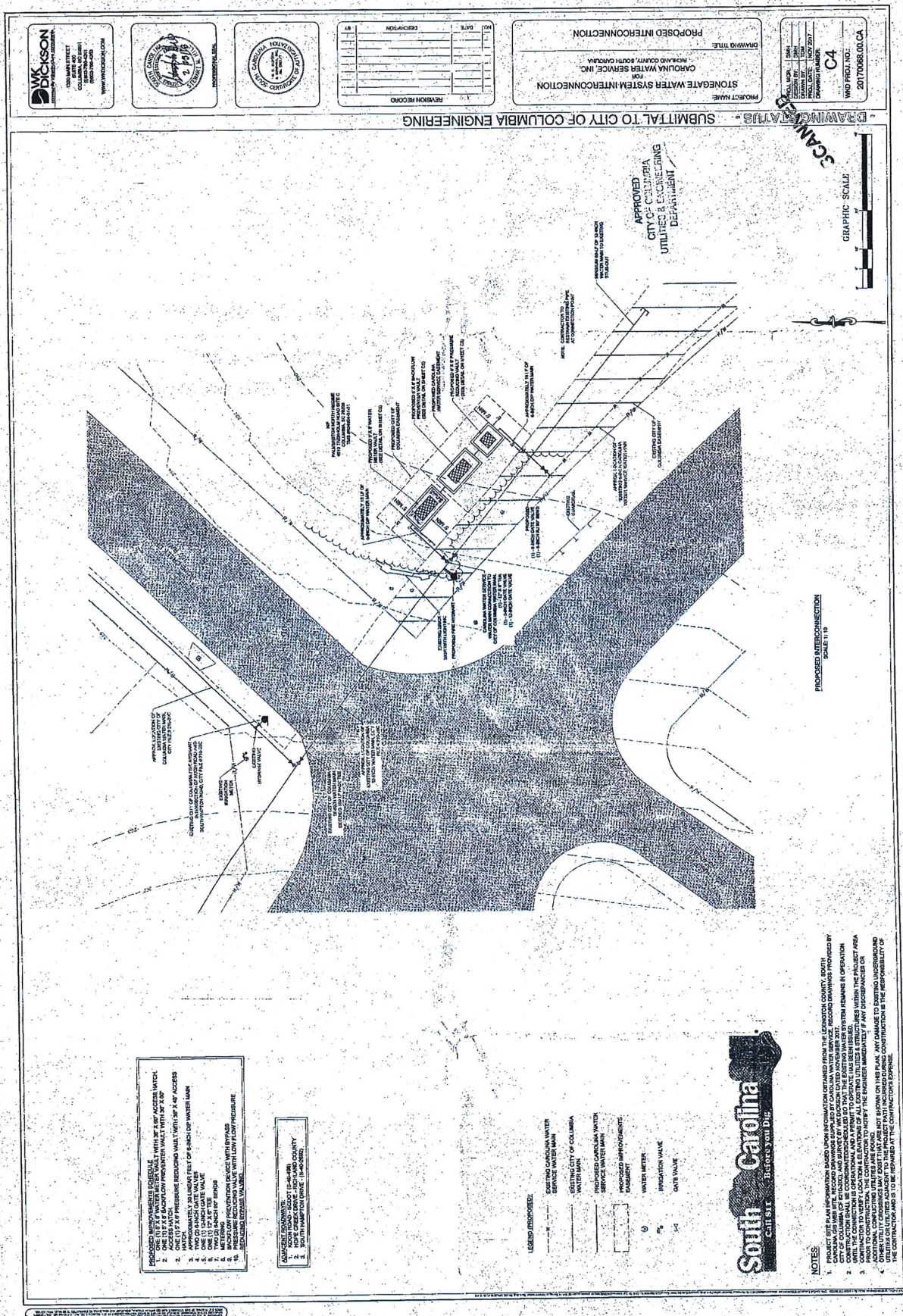
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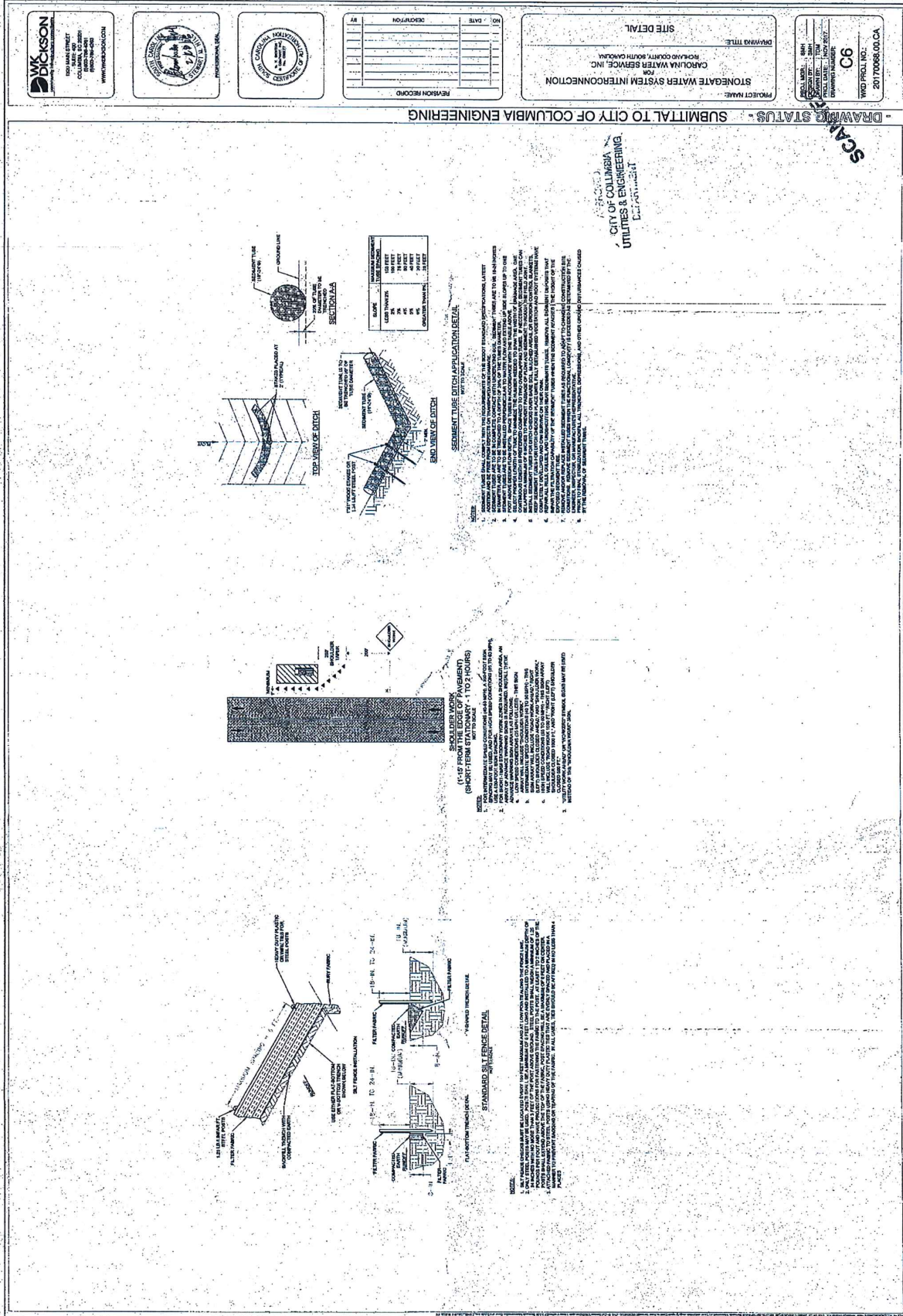
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THESE DOCUMENTS, WHICH ARE THE PROPERTY OF THE U.S. GOVERNMENT, ARE LOANED TO YOUR ORGANIZATION AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE NATIONAL ARCHIVES AT COLLEGE PARK, MARYLAND 20740.

APPENDIX A
RATE SHEET

ORDINANCE NO.: 2018-027

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-143 Water service rates and Sec. 23-149 Sewer service rates (a) and (b)

BE IT ORDAINED by the Mayor and Council this 19th day of June, 2018, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-143 Water service rates and Sec. 23-149 Sewer service rates (a) and (b), are amended to read as follows:

Sec. 23-143. Water service rates.

Generally. Except as otherwise provided by contract, monthly water service charges shall be as follows:

Monthly Water Use (cubic feet)	Meter Size (inches)	In City	Out of City
Minimum--300	3/4"	7.58	12.90
	1"	12.67	21.53
	1.5"	18.97	32.25
	2"	30.35	51.60
	3"	60.71	103.20
	4"	94.85	161.25
	6"	189.94	322.89
	8"	303.53	516.00
	10"	602.66	1024.52
Additional charge per 100 cubic feet			

Volumetric Charges are based on the customer category.

Monthly Water Use (cubic feet)	In City	Out of City
Residential:		
Next 9,700	2.72	4.63
Next 90,000	2.59	4.40
Over 100,000	2.45	4.16
Irrigation:		
Next 9,700	4.63	7.87
Next 90,000	4.40	7.49
Over 100,000	4.16	7.08
All others:		
Next 9,700	2.59	4.40
Next 90,000	2.45	4.16
Over 100,000	2.29	3.90

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Sec. 23-149. Sewer service rates.

(a) Generally. Except as otherwise provided by contract, the monthly sewer service charge shall be as follows:

Size of Meter (inches)	In City	Out of City
5/8	7.58	12.90
1	7.58	12.90
1½	7.58	12.90
2	12.14	20.63
3	24.28	41.27
4	37.94	64.49
6	75.88	129.00
8	121.42	206.40
10	189.71	322.50

Monthly Water Use (cubic feet)	Monthly Sewer Service Charge	
	In City	Out of City
Each 100 cubic feet	3.94	6.71

(b) Consumers using water cooling towers for air conditioning. Consumers using water cooling towers for air conditioning systems shall be given a credit of 30 cubic feet per ton per month during the service periods commencing in the months of April through October. The minimum charge shall be:

Size of Meter (inches)	In City	Out of City
5/8	12.30	15.65
1	17.35	22.91
1½	22.38	30.17
2	32.46	44.65
3	52.60	73.67
4	92.88	131.69
6	193.58	276.76
8	274.13	392.82
10	603.90	867.93

(c) Limitation on charge on single-family residences. Maximum sewer charge on single-family residences during the service periods commencing in the months of April through October will be 1,400 cubic feet.

(d) Apartments and trailer parks. Sewer rates for apartment buildings and trailer parks shall be the base rate of a single-family residence per dwelling unit plus a base fee based on meter connection size plus the rate per 100 cubic feet as reflected by water consumption.

(e) Hotels, motels, dormitories and roominghouses. Sewer rates for hotels, motels, dormitories and roominghouses shall be one-half the base rate of a single-family residence per room plus a base fee based on meter connection size plus the rate per 100 cubic feet as reflected by water consumption.

(f) Contaminated groundwater. Separate meters for discharges of contaminated groundwater are required. In city or out of city customers discharging contaminated ground water shall pay the out of city base monthly sewer service charge times one and one-half plus the out of city monthly sewer service charge for each 100 cubic feet times one and one-half.

This ordinance is effective as of July 1, 2018.

Requested by:

Mayor and City Council

Approved by:

Chancellor Wilson
City Manager

Approved as to form:

[Signature]
City Attorney

Public Hearing: 6/5/2018

Introduced: 6/5/2018

Final Reading: 6/19/2018

[Signature]
Mayor

ATTEST:

Erika D. Moore
City Clerk

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